

SOMMERS LAW GROUP
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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

LINGUALINX LANGUAGE SOLUTIONS,
INC., a New York Corporation,

Plaintiff,

vs.

ADRIENNE PARDINI, an individual, and
LOQMAN TRANSLATIONS, a division of
LOQMAN COMMUNICATIONS GROUP,
LLC,

Defendants.

CASE NO. CV-07-5575

**DECLARATION OF STEPHEN
SOMMERS REGARDING
NONAPPEARANCE AT TELEPHONE
CONFERENCE ON FEBRUARY 28, 2008**

1. I am an attorney licensed to practice before the United States District Court. Northern California District. If called to testify, I could and would attest to the following from my personal knowledge.

2. Defendant Adrienne Pardini hired me in a limited scope representation arrangement to represent her to negotiate a settlement in this case on November 8, 2007. On November 8, 2007, Plaintiff had yet to serve Pardini, although Pardini was aware of the filing of the case.

3. At no time has my office filed an answer in this matter.

4. On or about January 17, 2008, after numerous failed attempts by Plaintiff to serve Pardini, I agreed on Pardini's behalf that she had accepted service. However, in the stipulation.

1 my firm did not agree to accept service on her behalf, only that she would agree that she had
2 been served. In negotiating the stipulation, I specifically required that I not stipulate that I am
3 appearing as attorney of record. The stipulation also provides an extension of time to January
4 25, 2008 in which Pardini could file an answer. Attached hereto as Exhibit A is a true and
5 accurate copy of the stipulation agreement.

6 5. In my role as representative in settlement negotiations on Pardini's behalf, I had
7 numerous lengthy conversations with attorney for Plaintiff, Brett Messenger and exchanged
8 numerous draft agreements. Messenger is an attorney for the Plaintiff's firm Duane Morris, LLP,
9 but is not admitted to practice law in California. Messenger's office is located in Philadelphia,
10 Pennsylvania. I estimate that I have had approximately twenty (20) telephone conversations with
11 Messenger. Messenger has been the lead contact for Plaintiff. I strictly dealt with Messenger. I
12 do not recall ever having met or having a telephone conversation with either of Plaintiff's
13 counsels of record, Stephen Sutro and Terrance Evans.

14 6. Aside from a possible motion to quash service, on several occasions, I explicitly
15 told Messenger that my representation of Pardini was limited in scope to negotiations only. On
16 repeated occasions, I explicitly told Messenger that I did not intend to represent Pardini in court.
17 On each occasion, Messenger acknowledged that he understood my limited scope representation.

18 7. From early in the negotiations, Messenger and I recognized and agreed that this
19 was not a case that needed to be litigated, but that his client did need a signed agreement to
20 protect the trade secrets allegedly misappropriated by defendants. That being said, negotiations
21 were complicated by a history of deep mistrust between the parties and Pardini's leaving the
22 employment of co-defendant Loqman and subsequently moving to her native state of New York.

23 8. In order to provide enough time to complete negotiations, on two occasions
24 Messenger requested that Pardini agree to a stipulation to reset dates of case management
25 conferences. Despite the fact I did not want to appear, I did sign the stipulations.

26 9. By March 6, 2008, Messenger and I had reached a complete verbal agreement on
27 all terms and agreement to all language except one clause that needed a final revision. It was my
28 expectation that an executed settlement and full dismissal of the complaint was imminent.

1 10. On March 6, 2008, I gave Pardini the news that we were all done except for one
2 clause that needed some tweaking. Pardini, who had just become unemployed and had to pay for
3 her move back to her native New York, dismissed me as her attorney to save legal expenses
4 associated with closing the deal.

5 11. On March 7, 2008, Messenger telephoned me and told me that he had received a
6 voice message from Pardini indicating that she had dismissed me as her counsel and wanted to
7 deal with him directly. I confirmed those facts and confirmed that she was from that day forward
8 acting in *pro per* to complete the final negotiations and execution of the agreement.

9 12. Later on March 7, Messenger copied me on an email from him to Pardini where
10 Messenger acknowledged speaking with her directly. Attached to the email was a response to an
11 apparent request by Pardini for a "working copy of the agreement." Attached hereto as Exhibit
12 B is a true and accurate copy of Messenger's email.

13 13. Although it was clear to Messenger that my attorney client relationship with
14 Pardini was terminated, he still copied me on emails he sent to Pardini. Pardini did not copy me
15 on any emails from her to Messenger. Initially, I reviewed the emails. The first few emails were
16 very perfunctory about very minor language changes Pardini wanted, and the like. After
17 reviewing the first few emails, I stopped reading them.

18 14. On March 26, 2008, Messenger sent me an email with "help" as the subject line.
19 This email caught my attention and I opened. Messenger informed me that Pardini had signed
20 the agreement but failed to have it notarized. He requested, essentially as a favor, my assistance
21 in getting her to do so. I was surprised the case was not competed yet. I replied with a short
22 email telling him that I doubted she would take my call, but I would try.

23 15. Later on March 26, 2008, Messenger called me to see if I had reached Pardini. I
24 told him I had yet to try. He informed that because he was under an upcoming court obligation,
25 he could have her just sign a new agreement that did not contain the notary language. I told him
26 that I had not communicated with Pardini since she terminated me. I also told him that I felt it
27 was unlikely that she would accept a call from me fearing it might be a collection call. **At no**
28 **time** during this conversation did Messenger ask me why I did not participate in the case

1 management statement, Rule 26(f) report, the stipulation to extend the initial case management
2 conference or my participation in the upcoming initial case management conference.

3 16. On March 28, 2008, I received a telephone call from Judge Chesney's office
4 indicating that I was expected to attend a case management conference that same day. As soon
5 as I received that message, I called Judge Chesney's office and was told that Judge Chesney
6 instructed me to prepare this declaration explaining my absence.

7 17. In preparation of this declaration, I reviewed all the emails that I received from
8 Messenger from March 7, 2008, the date Pardini terminated our relationship, to the present,
9 which included a few unopened emails.

10 18. When reviewing the emails, I found one dated March 13, 2008 from Messenger
11 that attached a letter from Plaintiff's local counsel Terrance Evans to Judge Chesney. In this
12 letter, Evans acknowledges that Pardini is now acting in *pro per*. Attached to this letter as
13 Exhibit C is a true and accurate copy of Evan's letter.

14 19. Another email had a letter attached from Evans to Judge Chesney, dated March
15 17, 2008, asserting that "Despite numerous attempts by email and phone calls from [Evan's]
16 office on March 13th and 14th of 2008 to Stephen A. Sommers, counsel for Defendant Adrienne
17 Pardini, we were unable to get any response from Mr. Sommers to our request for a copy of his
18 executed signature page." Upon review of my emails, I did discover emails from March 13 and
19 14 from Messenger, but no emails from Evans or Evans's California office. Also, at no time
20 from March 7 to March 26, 2008, did I receive any telephone calls from anyone associated with
21 this case.

22 20. I have a system in my office to record all voice mails and other telephonic
23 messages. During the period of March 7 through March 26, 2008, my administrative assistant,
24 Stephanie Joynt, is the only person who retrieves voice messages. When I am out of the office,
25 Joynt is the only person authorized to answer the firm's telephone. After retrieving a voice
26 message or a telephone call to me, Joynt sends me an email with the name of the caller in the
27 subject line and briefly describes the message in the body of the email. I retain all of Joynt's
28 emails to maintain a complete record of messages.

1 21. I have reviewed all my emails from Joynt from March 7 through March 26, 2008.
2 There is record of any telephone messages from anyone associated with this case during that
3 period. Attached hereto as Exhibit D are the only two telephone messages from March 13 and
4 14, 2008.

5 22. I have never been listed as an attorney of record on the docket in this case. I have
6 also not received any ECF emails.

7 23. I now recognize that since I signed the stipulations to continue the case
8 management conference, in addition to notifying opposing counsel, I should have also filed a
9 motion to be removed as counsel to insure the Court was clear that my attorney client
10 relationship had ended. I sincerely apologize for not having done so and any confusion that my
11 inaction may have caused.

12 I hereby declare under the penalty of perjury under the laws of the State of California that
13 the foregoing is true and correct.

14 Dated: March 28, 2008

Signed: 

Stephen Sommers

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18 Executed in San Francisco, California
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EXHIBIT A

STEPHEN H. SUTRO (SBN 172168)
TERRANCE J. EVANS (SBN 227671)
DUANE MORRIS LLP
One Market, Spear Tower, Ste 2000
San Francisco, CA 94105
Tel: 415-957-3000
Fax: 415-957-3001
shsutro@duanemorris.com
tjevans@duanemorris.com

Attorneys for Plaintiff
LinguaLinx Language Solutions, Inc.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

LINGUALINX LANGUAGE
SOLUTIONS, INC. a New York
Corporation,

Plaintiff,

1

ADRIENNE PARDINI, an individual,
and LOQMAN TRANSLATIONS, a
division of LOQMAN
COMMUNICATIONS GROUP, LLC.

Defendants,

) Case No. CV-07-5575

)

STIPULATION ACCEPTING

) SERVICE OF PROCESS AND

3) EXTENDING TIME TO ANSWER

3) AS TO THE COMPLAINT

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IT IS HEREBY STIPULATED by and between Sommers Law Group, on
 f of Defendant Adrienne Pardini, and Duane Morris LLP, on behalf Plaintiff
 alLinux Language Solutions, Inc.: (1) that service is acknowledge and accepted

1 by Defendant Adrienne Pardini; and (2) that Defendant Adrienne Pardini shall have
2 up to and including January 25, 2008 to file an answer to the Complaint.
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4
5 DUANE MORRIS LLP

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7 Terrance J. Evans

8 Attorneys for Plaintiff LinguaLinx
9 Language Solutions, Inc.

10
11 SOMMERS LAW GROUP

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13 Stephen R. Sommers

14 Attorneys for Defendant Adrienne
15 Pardini
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EXHIBIT B



Stephen Sommers <stevesommers@gmail.com>

Agreement

Messinger, Brett L. <BLMessinger@duanemorris.com>

Fri, Mar 7, 2008 at 2:57 PM


To: adrienne.pardini@gmail.com

Cc: ssommers@sommerslaw.com, David Smith <dsmith@lingualinx.com>, "Loder, Thomas T." <TTLoder@duanemorris.com>

Dear Adrienne:

It was nice speaking with you today. As you requested, I have attached a working copy of the agreement. I understand that you will have a few suggested changes. Hopefully, we can wrap this up on Monday.

Have a nice weekend.



Brett L. Messinger
Associate
Duane Morris LLP
30 South 17th Street
Philadelphia, PA 19103-4196
P: 215.979.1508
F: 215.979.1020
C: 609.790.0387

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AGreement - Sommers_ Version.DOC

100K

EXHIBIT C

DuaneMorris®

DM and AFFILIATE OFFICES

TERRANCE J. EVANS
DIRECT DIAL: 415.957.3130
E-MAIL: tjevans@duanemorris.com

www.duanemorris.com

March 13, 2008

Hon. Maxine M. Chesney
United States Magistrate Judge
United States District Court for the Northern District
of California
450 Golden Gate Avenue
Courtroom 7, 19th Floor
San Francisco, CA 94102

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WILMINGTON
PRINCETON
TAKETOWN
HO CHI MINH CITY

Re: LinguaLinx Language Solutions, Inc. v. Pardini, et al.
No. CV 07 5575

Dear Judge Chesney:

As you are aware, this firm represents LinguaLinx Language Solutions, Inc. in the above identified matter. This letter is a follow-up to our letter to you dated, February 26, 2008, wherein we summarized our settlement negotiations, and requested a two week extension of certain deadlines contained in the Order Setting Initial Case Management Conference and ADR Deadlines. That request was granted and the time for filing the Rule 26(f) report, completion of initial disclosures or objections, and the filing of the Case Management Statement was extended until March 14th. I am happy to report that what is believed to be a final settlement agreement between LinguaLinx and Loqman Translations has been circulated and the parties hope to have it executed prior to the end of this week. There is a separate agreement drafted between LinguaLinx and Pardini, which is close to being finalized. There has been a bit of a delay in the finalization of the Pardini agreement, insofar as Ms. Pardini, with the authorization of her counsel, has been handling the finalization of the agreement *pro se*. We hope that the Pardini agreement will also be executed this week. The Loqman agreement contains a condition precedent, which makes it valid and enforceable only upon the execution of the Pardini agreement.

With this background, the parties request that the Rule 26(f) report, completion of initial disclosures or objections, and the filing of the Case Management Statement be extended one more week, or until March 21st. The parties are not requesting a continuance of the Initial Case Management Conference, but will leave it to the Court to determine whether it too should be extended upon determination that the current date for filing a Rule 26(f) report, completion of

DUANE MORRIS LLP

ONE MARKET, SPEAR TOWER, SUITE 2000 SAN FRANCISCO, CA 94105-1104
DN1312949213

PHONE: 415.957.3000 FAX: 415.957.3001

Hon. Maxine M. Chesney
March 13, 2008
Page 2

initial disclosures or objections, and the filing of the Case Management Statement should be extended.

If Your Honor requires a telephone conference to address this letter or the Stipulation and Proposed Order, I will be available on short notice.

Thank you for your consideration.

Respectfully yours,

Terrance J. Evans

TJE/sg

cc: Stephen A. Sommers, Esquire
Felipe R. Parker, Esquire
Brett L. Messinger, Esquire

EXHIBIT D



Stephen Sommers <stevesommers@gmail.com>

Message: Adam Hibble

Chase Joynt <chase.joynt@gmail.com>

Thu, Mar 13, 2008 at 11:46 AM

To: Stephen Sommers <stevesommers@gmail.com>

Please call Adam regarding Heim, he wants to know if he should start writing a detailed e-mail this afternoon. (925) 283-5774



Stephen Sommers <stevesommers@gmail.com>

Message: Jessica ALRP

Chase Joynt <chase.joynt@gmail.com>

Fri, Mar 14, 2008 at 11:30 AM

To: Stephen Sommers <stevesommers@gmail.com>

415-701-1100 x315 Please call, she wants to know if you would like to take a case.

AFFIDAVIT AND DECLARATION OF PROOF OF SERVICE

I, the undersigned, am employed in the County of San Francisco; I am over the age of eighteen years and not a party to the within action.

I am employed by the Sommers Law Group, 870 Market Street, Suite 1142, San Francisco, California 94102.

On March 31, 2008, I served the following document(s) entitled:

Declaration of Stephen Sommers Regarding Nonappearance at Telephone Conference on February 28, 2008

on the interested parties in this action by mailing a true and accurate copy thereof, enclosed in a sealed envelope with postage thereon fully prepaid, and by causing such envelope to be deposited in the mail at 870 Market Street, Suite 1142, San Francisco, California 94102, addressed as follows:

Terrance J. Evans
One Market, Spear Tower, Suite 2000
San Francisco, CA 94105-1104

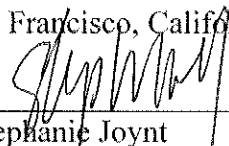
Felipe Parker
405 49th St
Oakland, CA, 94609

I am readily familiar with the firm's practice of collecting and processing correspondence for mailing with the United States Postal Service: it is deposited with the United States Postal Service on that same day in the ordinary course of business.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: March 31, 2008

San Francisco, California


Stephanie Joynt